

HOLDSWORTH HOUSE

HOTEL & RESTAURANT

Wedding Booking Terms and Conditions

1 DEFINITIONS

1.1 “Hotel”, “Us” Holdsworth House Hotel (Cavalier Country Club Ltd), Halifax, HX2 9TG.

1.2 “Client”, “You” the person(s) names on the Contract responsible for payment.

1.3 “Contract” the signed contract entered into for the provision of the Facilities, which incorporates these Conditions.

1.4 “Event” the wedding, banquet or other function for which the Client has made the booking.

1.5 “Facilities” the provision of function room hire, suites and/or supply of food and beverages and other facilities or services provided by the Hotel for the Client

2 CONTRACT

2.1 The Contract shall govern the contractual relationship between the Hotel and the Client in relation to the Client’s booking of the Hotel’s Facilities for the purposes of the Event.

2.2 In the case of any inconsistency with any order, letter, or form of contract sent by the Client to the Hotel or any other communication between the Client and the Hotel the provisions of these Conditions shall prevail unless expressly varied in writing by the Hotel.

3 MAKING A BOOKING

3.1 Once a provisional reservation has been made, an option on the date will be reserved for 14 days after which time the reservation will be released automatically unless the Hotel has received a signed Contract, booking form, insurance policy document and deposit due.

3.2 The Client must take out a wedding insurance policy to cover cancellation or abandonment and public liability insurance for a minimum £2,000,000 (to cover property damage at or to the Hotel or its contents by the Client or any person attending the Event, third party bodily insurance and third party damage as the Hotel does not accept liability for these). Insurance can also protect the Client against non-appearance of third party suppliers. The Hotel cannot accept any bookings until a copy of the insurance policy is provided.

3.3 The Hotel requires a non-refundable, non-transferable deposit to confirm the booking. A standard deposit of £2,000 is required. However, where the total value of the Event is less than £3,000, a deposit equal to 50% of the total Event value will be required instead. Payment of the deposit confirms the Client’s acceptance of these terms and conditions and forms a binding contract between the Client and the Hotel.

3.4 Once the Hotel receives the Contract all such facilities and services reserved on the Client’s behalf will be bound by these terms and conditions.

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3.5 The Client should make an appointment with the Hotel's wedding coordinator approximately eight weeks prior to the Event to discuss menu choices, wines etc. The Hotel requires the table plan, place cards and final numbers seven days prior to the Event.

4 CEREMONIES

4.1 It is not possible to hold a civil ceremony at the Hotel unless it is followed by a reception (unless a specific Ceremony Only package is booked).

4.2 Once a date has been agreed with the Hotel, independent arrangements should be made by the Client with the Halifax Registrar who can be contacted on 01422 288080.

5 ROOM HIRE & MINIMUM NUMBERS 1st APRIL - 31st DECEMBER INCLUSIVE

5.1 During this period there is a minimum requirement of 80 day guests for Saturdays and minimum 60 day guests on Fridays. These minimum numbers will be charged even if the final numbers fall below them.

5.2 A room hire of £750 will apply for Saturday weddings in the Stuart Room throughout the year and Sundays prior to a Bank Holiday unless one of our packages is taken.

5.3 Unless Exclusive Use is arranged it will be necessary to restrict access to certain parts of the hotel for the evening reception, this includes the Long Bar, Hall and Restaurant.

5.4 It is not possible to hold a wedding breakfast at the Hotel unless followed by an evening celebration in the hotel, which must be for the minimum agreed number.

5.5 An outdoor wedding, which takes place using the wooden Gazebo, has a surcharge of £450 – this is non-transferable and non-refundable*1

5.6 When an outdoor wedding space is booked a couple must acknowledge the necessity to move the wedding indoors subject to weather conditions. The decision on where the ceremony will take place will be done in consultation with the couple, but Holdsworth House retains the right to make the final decision.

5.6.1 *1 – if an outdoor space has been booked and paid for, couples retain the right to cancel such space without penalty no less than five days before the wedding date. If this is adhered to any monies previously paid will be refunded.

6 ACCESS AND VACATE

6.1 All rooms are booked on the understanding that they are vacated by the time stipulated on the booking form, unless otherwise agreed in writing with us in advance. The access and vacate times quoted for each function time must be strictly adhered to on all occasions.

6.2 Functions are required to finish at the time agreed on the booking form. The Hotel reserves the right to levy additional charges where the Client, or any persons attending the Event, fails to vacate the room at the contracted time.

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7 ENTERTAINERS, THIRD PARTY SUPPLIERS AND PERFORMING RIGHTS

7.1 The Client is responsible for ensuring that any band or musician employed or invited by them complies with the following: statutory requirements, Health and Safety legislation, the requirements of the Hotel's management. They must hold an applicable Performing Rights License and current Public Liability Insurance to a minimum of £2,000,000. All entertainment services must supply a valid copy of their current certificate of Public Liability Insurance to the Hotel prior to the Event.

7.2 The Hotel reserves the right to refuse any form of proposed entertainment that it considers detrimental to its reputation or disruptive to guests.

7.3 Levels of noise must be controlled at all times. The Hotel's management, who are the sole arbitrators of what may be deemed to be a public nuisance, may require noise levels to be lowered, which the Client agrees to enforce

7.4 Where the Client asks the Hotel to book facilities and/or services with third parties, the Hotel will do so in good faith but cannot be held liable should the standard of those services prove deficient, or for the acts or omissions from such third parties.

7.5 The use of strobe lighting and dry ice machines is prohibited.

7.6 The hotel's written permission must be obtained before any electrical equipment, including amplification and lighting, may be used. A current Portable Appliance Testing certificate is required for any equipment brought onto the premises by a third party, agent or supplier.

7.7 Entertainers who have not previously worked at the Hotel must make a visit prior to the Event date to ensure they are aware of the Hotel's requirements, any physical restraints of the room in which they will perform and to agree their equipment layout, which will be noted on the Hotel's Event file.

7.8 It is expected that the band/live entertainment are fully set up and ready to start by the time stipulated on the contract agreement between the hotel and the client. It will be at the management's discretion as to whether to postpone this time or not in respect of failure to ensure any set up is completed in the timescale given.

8 DECORATIONS

8.1 The Client must obtain the Hotel's prior consent for all decoration, signs, exhibitions and displays. This includes areas outside of the main reserved reception rooms. The Hotel reserves the right to remove signs that are unauthorised, unlawfully displayed or which may be deemed to cause offence or danger.

8.2 Table confetti is not permitted. Only candles within a glass container or fireproof table arrangement are permitted. Candelabras with open flames are not permitted.

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8.3 Confetti is not permitted except in the turning circle and any confetti must be biodegradable. The Hotel reserves the right to apply a £500 cleaning charge to the Client's account should guests not comply.

8.4 Fireworks are not permitted in the Hotel premises without prior written consent. Indoor fireworks and sparklers are also not permitted, this also includes smoke bombs that may be used by photographers.

9 ACCOMMODATION

9.1 A special wedding accommodation rate will be allocated to the Client's guests, which is only bookable direct.

9.2 Accommodation availability on a first come, first serve basis. The Client should encourage their guests to book their accommodation direct as soon as possible to avoid disappointment.

9.3 A non-refundable deposit of £50 per room will be taken at the time of booking to secure all bedroom reservations. Allocations cannot be held for rooms unless the required deposit per room is paid in advance.

9.4 The Client should advise their guests that bedrooms will be available from 3.00pm on the day of arrival and checkout time is before 11.00am on the day of departure to avoid any additional charges. In the event that the guests arrive early, the Hotel can store luggage and belongings until such time that the bedrooms are ready. Late checkout may be available for a supplement but is not guaranteed.

10 YOUR OBLIGATIONS

10.1 The Client and persons attending the Event must:

10.1.1 comply with all licensing, health and safety and all other laws and regulations relating to the Hotel;

10.1.2 not bring to nor consume any food, wines, spirits or beers at the Hotel that are not supplied by the Hotel without its written consent. Corkage facilities are not available. The Hotel reserves the right to impose a minimum £1000 charge, or a greater amount equal to the hotel's selling price for the same or an equivalent product, should any food and beverage be found on the Hotel premises. The Client agrees that the duty manager may confiscate any such products;

10.1.3 not bring any narcotic, illegal, dangerous or hazardous items into the Hotel or its premises and remove any such items promptly when requested to do so by a member of the Hotel or any other authorized person;

10.1.4 not act in an improper or disorderly way, nor refuse to comply with reasonable requests from the Hotel staff;

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10.1.5 make every effort to safeguard the existing fixtures, fittings and decorations. The Client shall be liable for any damage or loss (and costs or expenses arising thereby) suffered by the Hotel as a result of the Event and shall pay to the Hotel on demand the amount required to make good or remedy such damages including compensation for loss of business whilst such damage is being repaired;

10.1.6 accept responsibility and liability for use of the Internet including views expressed, damage caused by infections or viruses, and full personal responsibility for the downloading of illegal material.

10.2 In the event of failure to comply with the above obligations the Hotel reserves the right to terminate the Event with immediate effect. In such instances no monies will be refunded. The decision and discretion of the Hotel manager is final.

10.3 The Client shall indemnify the Hotel against all loss or damage suffered by any person arising from equipment, plant, machinery and other items brought on or into the Hotel premises by the Client or a subcontractor working on the Client's behalf and/or any attendees at the Event.

11 YOUR PROPERTY

11.1 Whilst every effort is made to safeguard the Client's property, the Hotel will not be held responsible for any loss or damage howsoever caused during the Event. Nor can the Hotel be responsible for the loss or damage to gifts or decorations that have been delivered to or handed over to a representative of the Hotel for storage.

11.2 The Hotel will not be liable for any loss or damage except within the constraints of the Hotel Proprietors Act 1956.

12 PAYMENT

12.1 The Client will be liable to pay all charges incurred by, on behalf of or at the request of the Client, their agents or employees, for any Facilities provided by the Hotel.

12.2 All prices quoted are inclusive of VAT unless otherwise stated.

12.3 Estimates can only be given for an Event booked more than 12 months in advance.

12.4 All accounts are payable in Pounds Sterling. Payment can be made by debit or credit card or cheque payable to Holdsworth House Hotel.

12.5 The Hotel reserves the right to increase its prices to take account of any increases in inflation, VAT, labour, wages, materials, suppliers' costs, investment or other costs incurred by the Hotel. Any increases after the date of the booking will be notified to the Client in writing and will be payable by the Client in substitution for the amounts originally notified by the Hotel and the Client agrees that this will constitute a variation of the terms of the Contract accordingly.

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12.6 Should the Client make significant changes to the programme or the expected number of guests, this may result in amendments to the applicable rates and or/the facilities offered by the Hotel.

12.7 A payment schedule will be issued upon confirmation of the event booking, outlining the payment terms applicable to the event. In the absence of a bespoke schedule, the following default payment structure will apply:

1) A pro forma invoice will be issued by the Hotel **twelve months** prior to the date of the Event based on the figures provided in the Contract: 25% of the outstanding balance (i.e. the total event value less any deposit paid) will be payable by return; 2) A second pro forma invoice will be issued **nine months** prior to the Event: 25% of the outstanding balance will be payable by return; 3) A third pro forma invoice will be issued **six months** prior to the Event: 25% of the outstanding balance will be payable by return; 4) A fourth pro forma invoice will be issued **four months** prior to the Event: 20% of the outstanding balance will be payable by return; A final invoice for the remaining balance, based on numbers known at that date, will be issued **three weeks** before the Event. An optional 10% service charge will be added to the food and beverage element of this bill.

Example of payment terms:

If the total Event value is £10,000, the Client will pay a £2,000 non-refundable, non-transferable deposit at the time of booking. The remaining balance is £8,000.

Example payment schedule:

- 12 months prior to the Event: £2,000 (25% of £8,000)
- 9 months prior to the Event: £2,000 (25% of £8,000)
- 6 months prior to the Event: £2,000 (25% of £8,000)
- 4 months prior to the Event: £1,600 (20% of £8,000)
- 3 weeks prior to the Event: £400 (final balance, subject to adjustments based on guest numbers, menu changes, etc.)

12.8 Any outstanding balance, including any additional guests over and above the third pro forma invoice numbers must be settled by the Client on departure.

12.9 Payments should be made by the due dates on the invoices. Should payments become overdue the Hotel reserves the right to charge a late payment charge of 10% of the outstanding balance to the Client's account.

13 CANCELLATION

13.1 In the event of cancellation by the Client, the following charges will apply. These cancellation charges represent a genuine pre-estimate of loss incurred by the Hotel and consider costs already committed, planning undertaken, and the reduced ability to resell the

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date to other clients (this list is not exhaustive of reasons). The percentages are calculated on the total contractual amount excluding the initial non-refundable, non-transferable deposit:

- 13.1.1 between 271–360 days before the Event date, 25% of the remaining contractual amount will be charged;
- 13.1.2 between 181–270 days before the Event date, 50% of the remaining contractual amount will be charged;
- 13.1.3 between 121–180 days before the Event date, 75% of the remaining contractual amount will be charged;
- 13.1.4 between 61–120 days before the Event date, 95% of the remaining contractual amount will be charged;
- 13.1.5 within 60 days of the Event date, 100% of the remaining contractual amount will be charged.

Example of Cancellation Charges:

If the total cost of the Event is £10,000, the Client will have paid a £2,000 non-refundable, non-transferable deposit at the time of booking. The remaining balance is £8,000. If the Client cancels:

- Between 271–360 days before the Event: 25% of £8,000 (£2,000) is payable, in addition to the £2,000 deposit already retained;
- Between 181–270 days before the Event: 50% of £8,000 (£4,000) is payable, in addition to the £2,000 deposit already retained;
- Between 121–180 days before the Event: 75% of £8,000 (£6,000) is payable, in addition to the £2,000 deposit already retained;
- Between 61–120 days before the Event: 95% of £8,000 (£7,600) is payable, in addition to the £2,000 deposit already retained.
- Within 60 days of the Event: 100% of £8,000 (£8,000) is payable, in addition to the £2,000 deposit already retained.

13.2 The Client's deposit is non-refundable and non-transferable and should be claimed back on your wedding insurance.

13.3 Any cancellation, postponement or partial cancellation should be advised to the management of the Hotel in writing by the Client, in the first instance.

13.4 The Hotel may, at its absolute discretion, endeavour to mitigate any losses which it may incur as a result of the Client's cancellation of the booking by, amongst other things, advertising the availability of the Facilities on the scheduled date(s) for which the booking

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had been made. Part or all of the profit (if any) which the Hotel has been able to make through other clients' use of the Facilities on the scheduled date(s) on which the booking had been made will be retained by the hotel in full.

13.5 In addition to paying the cancellation charges the Client shall indemnify the Hotel for any costs or expenses incurred to third parties by reason of any arrangements made with such third parties in respect of the Event.

13.6 If the Event is postponed by the Client the Hotel will endeavour to make alternative arrangements with the Client for the Event at the venue on an alternative date ("Alternative Event") provided always that the Alternative Event shall be subject to availability and shall take place within six months of the date of the postponed Event.

13.7 Where no Alternative Event is arranged within six months of the date of the original Event, the Hotel reserves the right to treat the Event as cancelled.

13.8 The Hotel reserves the right, without prejudice, to any other right or remedy available, to terminate or suspend any Contract forthwith or, at its discretion, offer alternative facilities without any further responsibility on its part in the Event if:

13.8.1 any part of the Hotel is closed due to fire or water damage or due to alterations or redecoration or any occurrence beyond the Hotel's control which shall prevent it from performing its obligations in connection with the Event;

13.8.2 there is a failure to supply the Hotel with any essential services such as gas, electricity or water;

13.8.3 if the booking might, in the Hotel's opinion prejudice its reputation;

13.8.4 if the Client is more than 21 days in arrears of payment to the Hotel;

13.8.5 if the Client becomes bankrupt or makes any voluntary arrangement with its creditors or becomes subject to an administration order or an encumbrancer takes possession of, or a receiver is appointed of any of the Client's property or assets.

13.9 In the event of termination or suspension the price for any Facilities that the Hotel has provided to the Client shall become immediately due.

13.10 Should the Hotel, for reasons beyond its control, need to cancel or make any amendments to the Event, the Hotel reserves the right to offer an alternative choice of facilities.

14 THE HOTEL'S LIABILITY

14.1 The Hotel makes no representations and gives no warranties, statutory, implied or other as to the Facilities or as to their suitability for any particular or general purpose.

14.2 Subject to Clause 14.3 the Hotel shall not be liable for:

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14.2.1 any loss of profit or other financial loss or for any indirect, special or consequential loss, damage, liability, costs or claims (whether arising out of the negligence of the Hotel or its employees, servants or agents) suffered, incurred or made by the Client in connection with the Event (including, without limitation, arising by reason of any delay or interruption in the provision of the Facilities); and

14.2.2 any loss or damage to any property of the Client's, their guests, contractors or agents, or any of their employees occurring at the Hotel.

14.3 Other than for death or personal injury caused by the negligence of the Hotel, without limiting the effect of the provisions of this Clause 14 the Hotel's aggregate liability to the Client for loss and damage under or in connection with the Contract shall in no event exceed the aggregate contract price paid and/or payable by the Client to the Hotel in respect of the Event.

14.4 Nothing in this Contract is intended to affect any statutory rights which the Client may have (whether in their capacity as a consumer for the purposes of the Unfair Contract Terms Act 1977 or otherwise) which may not lawfully be excluded by the Hotel and, in the event that any of the provisions of the Contract are adjudged to be unlawful and/or to be void as going beyond what is reasonable in all the circumstances for the protection of the interests of the Hotel, such unlawful and/or void provision(s) shall be deemed to be deleted and the remaining provisions of the Contract shall continue to apply.

15 MISCELLANEOUS

15.1 The Hotel's name/logo may be used in publicity only on prior written approval from the Hotel.

15.2 All prices quoted are inclusive VAT at the current rate unless otherwise stated.

15.3 Any additional bookings or services arising out of the booking will be deemed subject to the above conditions.

15.4 The Hotel may use details of your event to promote the Hotel following the Event, unless the Client specifically requests the Hotel not to in writing.

15.5 The Hotel shall be entitled to transfer or assign all or any of its rights under this Contract and to perform any of its obligations through nominated subcontractors but the benefit of this agreement shall not be assigned by the Client.

15.6 Any demand or notice in respect of this Contract will be made in writing and may be served on the addressee by hand or by post and either by delivering it to the address of the addressee as set out in this Contract or such other address which the addressee may notify the other party in writing. Any such demand or notice delivered by hand shall be deemed to have been received immediately upon delivery. Any such demand or notice sent by post shall be deemed to have been received at the opening of business on the first working day following the day on which it was posted even if returned undelivered.

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15.7 Force Majeure: The Hotel shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any or the Client's obligations in relation to the Event, if delay or failure was due to any cause beyond the Hotel's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond the Hotel's reasonable control Act of God, explosion, flood, tempest, fire or accident war or threat of war, sabotage, insurrection, civil disturbance or requisition acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of the governmental parliamentary or local authority import or export regulations or embargoes strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Hotel's or of a third party).

15.8 No waiver by the Hotel of any breach by the Client of its obligations hereunder shall constitute a waiver of any subsequent breach thereof.

15.9 Severability: If in any provision of this Contract shall be held to be invalid, unenforceable or shall not apply to the Contract then the remaining provisions shall continue in full force and effect.

15.10 Jurisdiction: The Contract shall be governed by the laws of England and the Client agrees to submit to the non-exclusion jurisdiction of the English Courts.

15.11 Third Party Rights: Unless specifically stated below no-one except the Hotel or the Client shall have any rights under this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

15.12 The Hotel follows a no smoking policy.

15.13 This Contract supersedes all other Contracts. The Hotel reserves the right to amend the Contract at any time.

WE THE CLIENT(S) CONFIRM THAT WE HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE CONTRACTUAL TERMS AND CONDITIONS AND ACCEPT THEM JOINTLY AND INDIVIDUALLY. WE UNDERSTAND CANCELLATION CHARGES ARE APPLICABLE AND WILL BE CALCULATED IN ACCORDANCE WITH THESE TERMS AND CONDITIONS.

Signed the Client 1 (Sign and Print Name and Date):

Signed the Client 2 (Sign and Print Name and Date):.....